



1-129A031

Vistar Bank  
6940 O Street PO Box 5306  
Lincoln, Nebraska 68505  
(402) 465-7500

17302  
RECEIVED BY \_\_\_\_\_ FILED 1405

MAY 9 1991 -2 45 PM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
Recordation Unit  
C/O Mildred Lee  
12th & Constitution Avenue  
Washington D.C. 20423

May 6, 1991

17302 A  
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MAY 9 1991 -2 45 PM

INTERSTATE COMMERCE COMMISSION

RE: Richard D. Piper

Dear Ms. Lee:

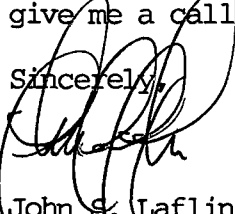
Enclosed you will find two originals of the filing documents for the above customer of Vistar Bank. These filing documents include the following:

1. Financing Statement/Security Agreement
2. Financing Statement/Assignment of Management Agreement

Each of these documents are referring to a specific 100 ton, 4,500 cubic food covered hopper rail car with identification number 460409 formerly RRRX 1276 owned by Richard D. Piper.

Also enclosed you will find our Cashier's Check for \$30.00 representing payment of filing expense. Please complete these filings and return a copy of each document so that it may be kept with our permanent records. Should you have any questions concerning this matter please feel free to give me a call.

Sincerely,

  
John S. Laflin  
Assistant Vice President  
Commercial/Executive Lending

JSL:mjh

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MAY 9 1991 -2 38 PM

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/13/91

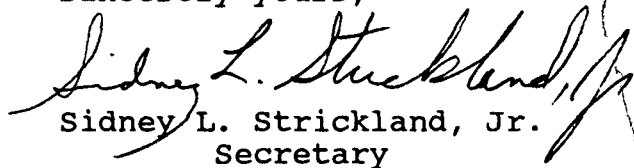
OFFICE OF THE SECRETARY

John S. Laflin  
Assist. Vice President  
Vistar Bank  
6940 O Street  
P.O.Box 5306  
Lincoln, Nebraska 68505

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/9/91 at 2:45pm, and assigned recordation number(s). 17302 & ... 17302-A

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and Address(es)

PIPER, RICHARD D.  
9333 GENESEE AVE., SUITE 200  
SAN DIEGO, CA 92121

505-40-1256

2 Secured Party(ies) and Address(es)

VISTAR BANK  
6940 "O" STREET  
LINCOLN, NE 68505

47-0457791

For Filing Officer (Date, Time, Number, and Filing Office)

17302

MAY 9 1991 -2 45 PM

INTERSTATE COMMERCE COMMISSION

4 This financing statement covers the following types (or items) of property

ASSIGNMENT OF MANAGEMENT AGREEMENT WITH REX LEASING, INC.  
FOR LEASE MANAGEMENT OF ONE 100 TON COVERED HOPPER RAILCAR,  
CNW 460409 FORMERLY REX 1276.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (Check ☒ if so )

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered

☒ Proceeds of Collateral are also covered

☒ Products of Collateral are also covered

No. of additional sheets presented 0

Filed with INTERSTATE COMMERCE COMMISSION

RICHARD D. PIPER

By

*Richard D. Piper*

Signature(s) of Debtor(s)

VISTAR BANK

By

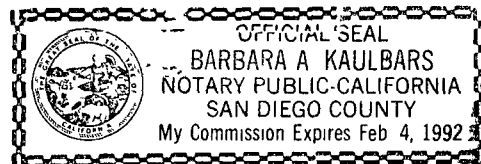
*[Signature]*

Signature(s) of Secured Party(ies)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ss.



The foregoing instrument was acknowledged before me this 30th day of April, 1991, by Richard D. Piper.

My commission expires February 4, 1992

*Barbara A. Kaulbars*  
Notary Public

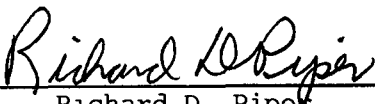
A

ASSIGNMENT OF MANAGEMENT AGREEMENT

Richard D. Piper of San Diego, California, herein called the Assignor, in consideration of financial consideration given or to be given or continued to or furnished the undersigned by Vistar Bank of Lincoln, Nebraska, herein called the Bank, and as collateral security for the payment of any and all indebtedness, obligation or liability of any kind whatsoever now or hereafter owing from the undersigned to the Bank, whether such indebtedness be direct or contingent, due or to become due, now existing or hereafter contracted and including such as may arise from endorsements, guarantees, acceptances, drafts, over-drafts, discounts, or in any other manner whatsoever or upon notes or other evidences of indebtedness issued, endorsed, guaranteed or negotiated by the undersigned to other persons and acquired or purchased in any manner and held by the Bank and the interest on such indebtedness and expenses, if any, which may be incurred by the Bank in connection therewith, does hereby sell, assign, transfer, set over and pledge unto the Bank, the Management Agreement dated September 26, 1980 made by and between Rex Leasing, Inc. a New Jersey Corporation and Richard D. Piper for lease management of one 100 ton covered hopper car (road number RRRX 1276) subject to the following terms and conditions:

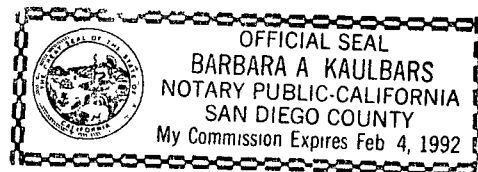
1. The Bank shall have the full right and power to collect and enforce the same, by suit, not only in its own name but in the name of the Assignor. Assignor agrees to pay to the Bank all costs, expenses and attorneys' fees which may be incurred or expended by the Bank in taking any action, whether the institution or defense of litigation, which it shall deem necessary, proper or advisable to protect any of its rights in the aforesaid contract and agreement.

2. The Bank is entitled to, and shall be true owner of, all funds, checks and instruments or remittance or payment, given in payment, or on account of, this contract and agreement assigned to the Bank. All such funds, checks and instruments of remittance or payment, which shall at any time come into the possession of the Assignor shall, in the form received, be forthwith delivered to the Bank, and until such delivery shall be held by the Assignor as trustee for the Bank.

  
Richard D. Piper

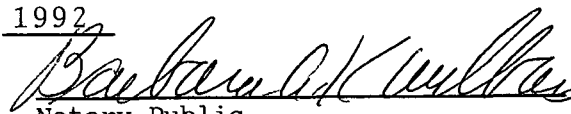
April 30, 1991

State of California )  
                                  ) ss.  
County of SAN DIEGO



The foregoing instrument was acknowledged before me this 30th day of April, 1991, by Richard D. Piper.

My commission expires February 4, 1992

  
Notary Public